

FILED 21 FEB '23 09:09 USDC-ORP

John Harper  
PO BOX 55695  
PORTLAND, OR 97238  
Phone | 503-410-1326  
Email [johnharper@gmx.com](mailto:johnharper@gmx.com)  
PLAINTIFF IN PRO SE

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

JOHN HARPER,

Plaintiff,

vs.

AMUR EQUIPMENT FINANCE, INC  
Defendant

WATSON & CHALIN MANUFACTURING, INC  
Defendant

ARTISAN AND TRUCKERS CASUALTY  
COMPANY AND/ OR PROGRESSIVE  
INSURANCE CORPORATION, INC.

Defendant

CASE NO: 3:22-CV-1723-YY

PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT  
AGAINST AMUR EQUIPMENT  
FINANCE, INC. FRCP 56

LR-56-1

**TO: Amur Equipment Finance, Inc.**

Finance Company who provided service to finance the trailer, keep title as a collateral  
and refused send title to legal owner John Harper when agreement was paid in full.

PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT  
AGAINST AMUR EQUIPMENT FINANCE, INC. FRCP 56

LR-56-1

Pursuant LR 7-1 the parties made good faith effort on February 13, 2023 to resolve the Summary Judgment via telephone conference, but have unable to resolve the issues. Defendant denied plaintiff's offer to settle this matter.

Pursuant LR-56-1 Plaintiff John Harper submits the following Summary Judgment Against Amur Equipment Finance Inc.

### FOR THE RECORDS

On January 9, 2023 Plaintiff John Harper request to set for the trial on March or April of 2023. *See Exhibit #1p.1,2,3.* On conference ADR dated January 31, 2023 Honorable Magistrate Judge Youlee Yim You deny Plaintiff's request to set a trial on March or April. *See Exhibit #2p1.* US Constitution 14 Amendments states: *Emphasis added:*

*All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State where they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United State; nor without due process of law; nor deny any person within its jurisdiction the equal protection of the laws.*

Denials of trial denial of due process, Harper's Constitutional Rights were violated by Court.

### FACTS AND BACKGROUND

On February 3, 2022 the trailer was loaded at Port of Tacoma, Washington by excavators and destination for that load was Hudson, New Hampshire (routine trips). On February 4, 2022 the warranty parts were failed in the state of the Wyoming while heading on I – 80 easts and the fire damaged the trailer and the cargo. Harper stopped disconnected truck from trailer and

PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT  
AGAINST AMUR EQUIPMENT FINANCE, INC. FRCP 56

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pull forward from trailer, than set up ramps and remove one excavator from trailer while was on fire to avoid more explosion from excavator's fuel tank. The excavators and the trailer were towed to Bradshaw towing 321 Bradshaw St. Lyman, WY 82937. The excavators were reloaded to another truck and continue their trip to Hudson New Hampshire. Cargo were damaged but were able to move by itself. The trailer was left at Bradshaw towing 321 Bradshaw St. Lyman, WY 82937 for further investigation, inspection and replacement by warranty. The trailer was relocated illegally, without Harper's agreement and permission. Stolen trailer police report was filed on March 30, 2022. *See Doc. ¶1.p48.*

The trailer 2020 Doonan Chaparral II Drop Deck Trailer Vin#1D9BG5532XL1609882. The failed rear axle Serial # WC 1903220003 that was installed on the trailer was produced by Watson & Chelin Manufacturing, Inc. 725 E. University Drive McKinney, Texas 75069. Trailer was built at Doonan Specialized Trailers at 36 NE Hwy 156 Bldg. B Great Bend, Kansas 67530. Trailer was purchased at Walker Trailer Sales 445 Industrial Blvd. LaVergne, Tennessee 37086 on December 4, 2020, relocated to Oregon and registered on May 24, 2021 at Oregon State. The axle damaged trailer and cargo was on warranty for five years. *See Doc. ¶1. P.34.*

Mr. Harper has brought claims against Amur Equipment Finance, Inc., the party who financed the Trailer. Amur is a lienholder were paid in full according to financial agreement in the amount of \$76,873.68. *See Exhibit #3, 5, 6, p1.2.* Before amount was paid in full. Amur committed a crime send Harper's properties (title) to Artisan Insurance Company and refused to send title to legal owner John Harper.(no title no money):

### **STATEMENT OF THE FACTS AND POINT OF AUTHORITIES**

29 U.S. Code § 1109 – Liability for Breach of Fiduciary Duty

PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT  
AGAINST AMUR EQUIPMENT FINANCE, INC. FRCP 56

ORS 646A. 787 Fiduciary responsibilities. ORS 646 A 781(2) (b) Refund;

ORS 31.730(1) Standard for award punitive damage.

The defendant Amur organized chain reaction for trailer disappearance by illegally mail title to Artisan Insurance Company without Harper's authorization intentionally in order to obtain extraordinary mutual gain from Insurance Artisan in the amount of \$52,534 (Bribe). Amur committed a crime by send my properties (title) to Artisan without Harper's authorization while Mr. Harper continue to pay periodic payment. *See Exhibit #4.p1*. Defendant Amur demonstrate fraudulent, negligent, conspiracy, misrepresentation and unlawful conduct. Pursuant ORS 31.730 punitive damage should be granted.

Collateral agreement #955628 were paid in full \$76,873.68 to Amur on/or about September 12, 2022. *See Exhibit# 3.p1*. Amur refused to return title to legal owner John Harper. Amur violated finance agreement ORS 646A781 (2) (b) *Emphasis Added*:

*...Or if the finance agreement terminates for a reason other than the borrower's satisfaction of the obligation set forth in the finance agreement, any refund due as a consequence of the termination may be (b) ....If the borrower has paid the obligation in full, the creditor shall pay to the borrower the refund.*

Pursuant to ORS 646A781 (2) (b) Plaintiff John Harper request court to grants the refund in the amount of \$76,873.68.

Plaintiff John Harper requested defendant to return title or refund money before the Lawsuit was filed many times. *See Declaration of John Harper*. The defendants organized chain reaction for trailer disappearance intentionally in order to obtain extraordinary mutual gain.

PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT  
AGAINST AMUR EQUIPMENT FINANCE, INC. FRCP 56

LR-56-1

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Defendants demonstrate fraudulent, negligent, conspiracy, misrepresentation, unlawful conduct, has acted with malice, show a reckless, highly unreasonable risk. Pursuant ORS 31.730(1) Harper request court to grant punitive damage in the amount of \$307,494.72

## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **TO DENY ATTORNEYS FEE**

Pursuant to 28 US Code § 1927 – Counsel’s liability for excessive costs and/or FRCP 54(E) and/or LR 54-3(d) any defendant attorney fee and or litigation fees should be deny. All attorney expenses are excessive, unreasonably, self-fault and self-gain and /or job security for attorneys to extend frivolous defense for current and another year. Harper’s title was captured, trailer was stolen, and warranty was not cover. Defendants were offered to resolve issues before court. *See Declaration of John Harper*. Attorneys instead to resolve this matter created job security for themselves and create more hardship for plaintiffs and their own defendant clients.

### **NOTE**

Plaintiff’s Constitutional rights were violated by court by denial to set a Trial on March or April of 2023 as plaintiff requested. Defendants already committed the crimes and now looking for excuses of their crimes. Plaintiff John Harper reserves the rights to reply, amend, and supplement any pleading any time.

### **THEREFORE:**

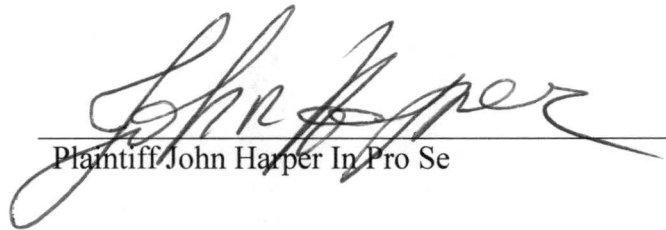
A. Pursuant to ORS 646A.781 (2)(b) Plaintiff John Harper requests a Court to Grant refund in the amount of \$76,873.68.

PLAINTIFF’S MOTION FOR  
SUMMARY JUDGMENT  
AGAINST AMUR EQUIPMENT FINANCE, INC. FRCP 56

B. Pursuant to ORS 31.730(1) Plaintiff John Harper requests a Court to Grant Punitive damage in the amount of \$307,494.72.

C. Pursuant LR-54-3(d) Plaintiff John Harper requests a Court to deny for any and all defendant attorney's fees and litigations fees.

Dated this 17 day of February, 2023



Plaintiff John Harper In Pro Se

PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT  
AGAINST AMUR EQUIPMENT FINANCE, INC. FRCP 56

LR-56-1

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CERTIFICATE OF SERVICE

I hereby certify that, on this date, I served the foregoing **Plaintiff's Motion for Summary Judgment Against Amur Equipment Finance, Inc** by causing a full, true and correct copy thereof to be served on the following individuals in the following method(s):

TO COURT MAIL HARD COPIES. PARTIES WILL BE SERVED BY EMAILS. HARD COPY UPON REQUEST.

MB LAW GROUP, LLP

Michael A. Yoshida

John W. Knottnerus

117 SW Taylor St. Suite 200

Portland, OR 97204

Email: [myoshida@mblglaw.com](mailto:myoshida@mblglaw.com)

[jknottnerus@mblglaw.com](mailto:jknottnerus@mblglaw.com)

*Attorneys for Defendant Watson & Chalin  
Manufacturing, Inc.*

☐ First class mail, postage prepaid

☒ Email/ECF

Eric J. Neal

Lether Law Group

1848 Westlake Ave. N. Suite 100

Seattle, WA 98109

Email: [eneal@letherlaw.com](mailto:eneal@letherlaw.com)

*Attorneys for Defendant Artisan and Truckers  
Casualty Company*

☐ First class mail, postage prepaid

☒ Email/ECF

Holly C. Hayman

Margot D. Seitz

Farleigh Wada Witt

121 SW Morrison St., Suite 600

Portland, OR 97204

Email: [hhayman@fwwlaw.com](mailto:hhayman@fwwlaw.com)

[mseitz@fwwlaw.com](mailto:mseitz@fwwlaw.com)

*Attorneys for Defendant Amur Equipment  
Finance, Inc*

☐ First class mail, postage prepaid

☒ Email/ECF

Dated: February 17, 2023

  
John Harper

PO Box 55695

Portland, OR 97238

Email: [johnharper@gmx.com](mailto:johnharper@gmx.com)

*Pro se Plaintiff*

John Harper  
PO BOX 55695  
PORTLAND, OR 97238  
Phone | 503-410-1326  
Email [johnharper@gmx.com](mailto:johnharper@gmx.com)  
PLAINTIFF IN PRO SE

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

JOHN HARPER,

Plaintiff,

vs.

AMUR EQUIPMENT FINANCE, INC  
Defendant

WATSON & CHALIN MANUFACTURING, INC  
Defendant

ARTISAN AND TRUCKERS CASUALTY  
COMPANY AND/ OR PROGRESSIVE  
INSURANCE CORPORATION, INC.

Defendant

CASE NO: 3:22-CV-1723-YY

PLAINTIFF'S MOTION REQUESTING  
TO SCHEDULE A TRIAL LR 40-1

TO: ALL DEFENDANTS.

Plaintiff John Harper submits the following Motion Requesting to Schedule a Trial  
pursuant LR 40-1. On March or April of 2023.

PLAINTIFF'S MOTION REQUESTING TO SCHEDULE A TRIAL LR 40-1

EXHIBIT 1  
PAGE 1

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### LR 7-1 CERTIFICATE OF COMPLIANCE

Pursuant LR 7-1 On dated January 6, 2023. The parties made good faith effort to resolve the motion via telephone conference, but have been unable to resolve the issues. Amur and Artisan participate the conference. W&C did not attend conference based on frivolous motion for dismissal based on jurisdictions.

### TRIAL OPTIONS

Possible trial may be split it on different time and dates for each defendant by court discretion.

### JOINT STATUS REPORT- COMMENTS

On dated January 6, 2023. The parties made good faith effort to resolve the motion via telephone conference, but have been unable to resolve the issues. Full agreement was only between Amur and Artisan. Harper partially agrees. *See Exhibit# 1.* W&C did not participating the conference. Other parties had no legal rights to respond on behave of any other party included W&C.

### FEDERAL MAGISTRATE ACT

Under the Federal Magistrates Act Plaintiff John Harper request Honorable Judge accept, reject and/or modify the complaint.

### DISCOVERY

On January 6, 2023 Amur and Artisan on conference stated - the respond will be filed on or before February 5, 2023 on Plaintiff's First Request of Production Documents and Plaintiffs First Request for Admission that was served on or about November 17, 2022. Harper has no objections on that dates. W&C refused, reject and deny any participation based on frivolous

PLAINTIFF'S MOTION REQUESTING TO SCHEDULE A TRIAL LR 40-1

motion to dismiss based on jurisdiction. Plaintiff provides any requested information related to this matter to any party upon request. Conference is not required.

#### MOTION FOR COMPEL – COMMENTS

Motion to Compel was filed by Harper on December 27, 2022. Artisan filed “Response in Opposition to motion to Compel” on January 5, 2023. I request court to keep HOLD “Motion to Compel” Amur and Artisan confirmed their responds will be on or before February 5, 2023. I have no objections on that dates.

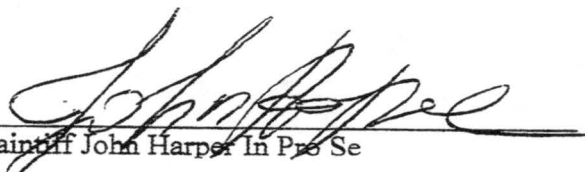
#### NOTE

Plaintiff John Harper reserved the rights for oral respond in open court on trial date included but not limited on any counterclaims and any pleadings. Harper reserved the rights to bring this case attention to the public.

#### CONCLUSION

I request the court to schedule a trial on March or April of 2023.

Dated this 9 day of January, 2023

  
Plaintiff John Harper In Pro Se

U.S. District Court

District of Oregon

**Notice of Electronic Filing**

The following transaction was entered on 1/31/2023 at 1:55 PM PST and filed on 1/31/2023

**Case Name:** Harper v. Amur Equipment Finance, Inc et al

**Case Number:** 3:22-cv-01723-YY

**Filer:**

**Document Number:** 40(No document attached)

**Docket Text:**

**MINUTES of Proceedings:** Telephonic Rule 16 Conference held on January 31, 2023. The parties expressed that they would like a trial date in February 2024. If the parties file consents to magistrate judge jurisdiction by February 7, 2023, a trial date will be set. Otherwise, the court will schedule dates for the completion of discovery and filing of dispositive motions. Plaintiff John Harper appearing *pro se*. Holly Hayman present as counsel for Defendant Amur Equipment Finance, Inc. Michael Yoshida present as counsel for Defendant Watson & Chelin Manufacturing, Inc. Eric Neal present as counsel for Defendant Artisan and Truckers Casualty Co.. Court Reporter: None. Magistrate Judge Youlee Yim You presiding. *(Deposited in outgoing mail to pro se party on 1/31/2023.)* (pvh)

**3:22-cv-01723-YY Notice has been electronically mailed to:**

John W. Knotnerus jknotnerus@mblglaw.com, adarling@mblglaw.com, skuehn@mblglaw.com

Michael A. Yoshida myoshida@mblglaw.com, adarling@mblglaw.com, skuehn@mblglaw.com

Margot D. Seitz mseitz@fwwlaw.com, gbosworth@fwwlaw.com, kmuir@fwwlaw.com

Eric Jay Neal eneal@letherlaw.com, dsheehan@letherlaw.com, filing@letherlaw.com, genrico@letherlaw.com, jmerrill@letherlaw.com, jjustison@letherlaw.com, kkashimoto@letherlaw.com, nschulz@letherlaw.com, scolito@letherlaw.com

Holly C. Hayman hhayman@fwwlaw.com, cmayfield@fwwlaw.com, shurst@fwwlaw.com

**3:22-cv-01723-YY Notice will not be electronically mailed to:**

John Harper  
PO Box 55695  
Portland, OR 97238



PMRLSPMT  
Operator: KO01 AMUR EQUIP FINANCE  
Payment History Report - Detail  
As of 06/10/2022Page 1  
June 10, 2022 10:46 AMContract Number: 955628  
Customer: John Harper d/b/a Bee Squad  
Address Line 1: 27010 Old Rainier Rd  
Address Line 2:  
City, State, Zip: Rainier, OR 97048-2920  
Equipment Description: 2020 DOONAN 532ABLFIDINMETerm of Contract: 72 Months  
Payment Frequency: Monthly  
Payment Structure: Irregular  
Commencement Date: 01/10/21  
First Payment Date: 01/10/21  
Maturity Date: 10/10/22

Regular Payment Amount:	1,209.88
Total Scheduled Payments:	76,873.68
Total Amount Applied:	73,243.99
Current Schedule Balance:	3,629.69
Unapplied Cash:	.00
Security Deposit:	.00
Equipment Cost:	54,472.92

Trx No.	Effective Date	Pmt Due Date	Dys Lt	Check Number	Transaction Amount	T	Contract Payment	Sales Tax	Property Tax	Late Fees	Misc/ Other	T C	Equipment Purchase	Security Deposit	Unapplied Cash	Schedule Balance
1	12/03/20	1/10/21		955628	640.00	P	.00	.00	.00	.00	640.00		.00	.00	.00	76,873.68
2	12/03/20	1/10/21		955628	50.00	P	50.00	.00	.00	.00	.00		.00	.00	.00	76,823.68
3	1/10/21	1/10/21		1	1,017.69	P	1,017.69	.00	.00	.00	.00		.00	.00	.00	75,805.99
4	2/10/21	2/10/21		2	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	74,738.30
5	3/10/21	3/10/21		3	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	73,670.61
6	4/10/21	4/10/21		4	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	72,602.92
7	5/10/21	5/10/21		5	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	71,535.23
8	6/10/21	6/10/21		6	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	70,467.54
9	7/10/21	7/10/21		7	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	69,399.85
10	8/10/21	8/10/21		8	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	68,332.16
11	9/10/21	9/10/21		9	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	67,264.47
12	10/10/21	10/10/21		10	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	66,196.78
13	11/10/21	11/10/21		11	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	65,129.09
14	12/10/21	12/10/21		12	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	64,061.40
15	1/10/22	1/10/22		13	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	62,993.71
16	2/10/22	2/10/22		14	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	61,926.02
17	3/10/22	3/10/22		15	1,067.69	P	1,067.69	.00	.00	.00	.00		.00	.00	.00	60,858.33
18	3/18/22	4/10/22		445911	53,599.00	P	53,599.00	.00	.00	.00	.00		.00	.00	.00	7,259.33
19	4/10/22	4/10/22		16	1,209.88	P	1,209.88	.00	.00	.00	.00		.00	.00	.00	6,049.45
20	5/10/22	5/10/22		17	1,209.88	P	1,209.88	.00	.00	.00	.00		.00	.00	.00	4,839.57
21	6/10/22	6/10/22		18	1,209.88	P	1,209.88	.00	.00	.00	.00		.00	.00	.00	3,629.69
Total:					73,883.99		73,243.99	.00	.00	.00	640.00		.00	.00	.00	3,629.69

7/10/22 + \$1,209.88  
 8/10/22 + \$1,209.88  
 9/10/22 + \$1,209.93 final payment.

Total \$ 76,873.68

EXHIBIT 3  
PAGE 1





Customer Name

Transaction No.

Contract No.

John Harper

118261

955628

### INSURANCE GUARANTY OF TITLE

Insurance Agency: Progressive Insurance Company

Amur Equipment Finance, Inc. agrees to cause its affiliate, Axis Title, LLC, to release the Title(s) for the Titled Equipment listed below, which we had financed for the above-referenced Customer and has been deemed a total loss by you.

The Title(s) will be released upon receipt in full to us of a payment in the amount of \$52,534.00 and be mailed within five business days if funds are received by wire and 10 business days if the funds are received by check. We will mail the Title(s) via regular mail to you unless you request an alternative service at your expense. The customer owes the remaining balance of \$5,330.47

Titled Equipment			
Year	Manufacturer	Model	VIN/Serial Number
2020	DOONAN	532ABLFDMZ	1D9BG532XL1609882

This is the address we have on record for you:

Name	National Salvage Unit
Contact	Dennis Livingston
Address	5920 LANDERBROOK DR. MAYFIELD HEIGHTS, OH 44124
Phone No.	(440) 556-2988

If it needs to be changed, contact us at (800) 994-0016 or [AEFIInsurance@goamur.com](mailto:AEFIInsurance@goamur.com).

**Execution.** This document may be signed via digitally generated signatures and all signatures so generated, as well as those transmitted by facsimile, email, digital photography or other electronic means, shall for all purposes be deemed effective, binding, legally admissible and have the same effect as a manually applied ink signature.


<b>AMUR EQUIPMENT FINANCE, INC.</b>	
Signature	
Printed Name	Nick Dillon
Title	Titling/Insurance Supervisor
Date	February 24, 2022

EXHIBIT 4  
PAGE 1

**Equipment**

202G DOONAN 532ABLF DINMZ  
 27010 Old Rainier Rd  
 Rainier, OR 97048-2920

**Customer Information**

John Harper  
 27010 Old Rainier Rd  
 Rainier, OR 97048-2920

**Primary Guarantor**

John Harper  
 (503) 410-1326  
 johnharper@gmx.com

Questions or updates to this contract? Let us know and we'll give you a call within forty-eight hours.

**PLEASE CONTACT ME****Payment Amount Due**

Your Next Payment is Due on:  
 Past Due Amount:

**\$0.00**

January 10, 2021

\$0.00

**PAY ONLINE WITH eBILL** (<https://ww2.e-billexpress.com/ebpp/AmurEF/>)

**General Balance:**

Total Term:	<b>\$76,873.68</b>
Payments Made:	72
Payments Remaining:	0
	72
Periodic Payment:	
Sales Tax:	\$0.00
Insurance:	\$0.00
	\$0.00
Start Date:	
Maturity Date:	10/27/2020
	1/10/2027

**General balance does not reflect your payoff amount due or include additional fees or sales tax. Please contact us for a payoff balance.**

**REQUEST PAYOFF AMOUNT**

Payments made in the last 24 hours may not be reflected. Data is 15 minutes delayed.  
 Requested December 7, 2020 2:16 AM

**EXHIBIT** 5  
**PAGE** 1



DocuSign Envelope ID: 4849035E-2FF9-4FB0-9DDF-61D7601F3949

**EQUIPMENT FINANCE AGREEMENT****Agreement No. 955628****Customer No. 128486****THIS IS A COPY**

The Authoritative Copy of this record is held at N43 DocuSign.net

 204 W 3rd ST  
 GRAND ISLAND, NE 68801  
 308-398-4140  
 309-398-4141 FAX  
 www.amuref.com

<b>DEBTOR ("you" or "your"):</b> John Harper d/b/a Bee Squad		<b>STREET ADDRESS</b> 27010 Old Rainier Rd	<b>CITY</b> Rainier	<b>STATE, ZIP</b> OR, 97048-2920	<b>SUPPLIER:</b> See Schedule A
<b>COLLATERAL LOCATION (if different from above)</b> 27010 Old Rainier Rd Rainier, OR 97048-2920		<b>BUSINESS PHONE</b> (503) 410-1326	<b>EMAIL ADDRESS</b> johnharper@gmx.com		<b>COLLATERAL ("Collateral"):</b> See Schedule A
<b>TERM (in months):</b> 72		<b>PAYMENT AMOUNT:</b> \$1,067.69			

**1. Agreement.** Amur Equipment Finance, Inc. ("Secured Party", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral following your acceptance of it. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based by up to 15% or to decrease without limit to reflect the changes in the final amount paid to the supplier. Any amount not paid within 10 days of when due is subject to a late charge of the lower of (i) the greater of 10% or \$25.00, or (ii) the highest amount allowed by law.

**2. Grant of Security Interest.** You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA. Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. You acknowledge you selected the Collateral and the Supplier and the Supplier is not our agent nor are we its agent. You agree the Collateral will only be used for commercial or business purposes only and in compliance with law.

**3. Collateral.** You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us amounts then due and owing plus the total of all unpaid Payments for the Term discounted to their present value (determined at a discount rate of 3% per annum) as of the date such amount is received by us. You will indemnify and hold us, our members, managers, employees or assigns harmless from and against any claims, costs, expenses, damages and liabilities, in connection with the Collateral.

**4. Fees and Taxes.** You are responsible to pay when due all taxes, fees, assessments and other governmental charges of any type, including all personal property excise, use, sales, recording, stamp other taxes (excluding our income taxes), as well as all fines, interest and penalties arising from this Agreement or the Collateral. If we, in our sole discretion, require you to pay any such taxes directly to the appropriate taxing authority on your behalf, you agree to promptly reimburse us. You also agree to pay us documentation fees and all other fees we deem necessary.

**5. Insurance.** During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance, we may, but are not required to, buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.

**6. Default and Remedies.** If any one of the following occurs, you will be in default: (i) you fail to pay any amount due under this Agreement or any other agreement entered into by you and held or serviced by us when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this Agreement, or (iv) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted to their then present value (determined at a discount rate of 3% per annum); (d) sell, dispose of, hold, or lease the Collateral, (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur when enforcing our rights including our attorneys' fees and costs of repossession, repair, storage, and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default. Default interest will be charged on the unpaid balance in clause (c) above in this Section at the lower of the 18% per annum or the highest amount allowed by law.

**7. General.** This EFA shall be governed and construed under the laws of the State of Nebraska without reference to its principles of conflicts of laws. Debtor consent to the exclusive jurisdiction of courts located in Nebraska in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a trial. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. You will not assign your rights under this EFA or permit the Collateral to be used by anyone other than you. We may assign this EFA, in whole or in part, without notice to you or your agent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. This EFA sets forth the entire understanding of the parties with respect to subject matter and may only be amended in writing signed by both parties. Any amount we bill or collect in excess of what is allowed by law (including usury laws, if applicable) shall be deemed a mistake and we will, upon request, reduce any such excess amount to the maximum amount permitted by law or apply it against your obligations. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. All fees may not only cover our costs but may include a profit. If Debtor constitutes more than one person, the liability of each shall be joint and several. Debtor authorizes Secured Party or their assigns to obtain a personal credit report on all principals and guarantors for credit purposes. Debtor also agrees to release any credit information requested by Secured Party, which may include business or personal banking, mortgage, tax returns, landlord, trade or finance information. A facsimile of this EFA agreement may be the equivalent of an original. Debtor authorizes Amur Equipment Finance, Inc. to insert or correct the Debtor name, address, equipment location, or signature date. **THIS EFA WILL BE NON-CANCELABLE FOR THE FULL TERM.** Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the recipient at its address set forth above or such other address given to the sender by written notice.

By execution of this Equipment Finance Agreement, the undersigned Debtor hereby certifies he/she is elected and authorized to negotiate, procure, and execute an Equipment Finance Agreement on behalf of the Debtor and any documentation covering such agreement. By signing below Debtor irrevocably accepts delivery of the Collateral under the Equipment Finance Agreement and irrevocably authorizes Secured Party to use the Collateral on behalf of the Debtor.

<b>Debtor Name:</b>	John Harper d/b/a Bee Squad	<b>ACCEPTED BY SECURED PARTY:</b>	Amur Equipment Finance, Inc.
<b>Signature:</b>		<b>Signature:</b>	
<b>Printed Name and Title:</b>	John Harper, Owner 56BA4343C846472..	<b>Printed Name and Title:</b>	Jenny Wilson VP, Docs/Funding A76198CA36594BA...
<b>Date:</b>	11/25/2020	<b>Date:</b>	12/14/2020

**Continuing Guaranty:** You (jointly and severally if more than one guarantor) unconditionally guarantee to us and our assigns the payment and performance when due of all of the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and/or the Agreements are no longer enforceable against the Debtor. You waive all suretyship defenses, presentments, demand for performance, notices of protest, dishonor, and/or acceptance of this Guaranty and all other notices to which you may have any right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

<b>Guarantor Signature:</b>		<b>Guarantor Signature:</b>	
<b>Printed Name: (no titles)</b>	John Harper 56BA4343C846472..	<b>Printed Name: (no titles)</b>	

**AUTHORIZATION FOR ACH PAYMENTS:** Debtor authorizes you, your successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by you under the EFA. This Authorization is to remain in effect during the Term of the EFA. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.

<b>Bank Name:</b>	Key Bank	<b>Acct Holder Name:</b>	John Harper DBA Bee Squad
<b>Account No.:</b>	1836	<b>Routing No.:</b>	123002011
<b>Authorized Signature:</b>		<b>Printed Name and Title:</b>	John Harper, Owner

**EXHIBIT 6**  
**PAGE 1**



**SCHEDULE A TO TRANSACTION 118261****EFA Agreement No. 955628**

This Schedule represents an integral part of the EFA referenced by the Agreement Number above.

For the purposes of this EFA, Collateral shall refer to the following Equipment, whether now owned or hereafter acquired, together with all personal property installed in, affixed to or used in connection therewith and all present or future: (i) additions, accessories, accessions, attachments, parts, supplies, related software, intellectual property, rights, licenses and improvements thereto; (ii) substitutions, renewals, replacements and purchase options thereof; (iii) insurance, warranty, and other third-party claims; (iv) Debtor's rights in connection with a third-party's use of such equipment under a sublease, rental or similar agreement; (v) proceeds and product in any form (including but not limited to insurance and sale proceeds) of each of the foregoing, whether it be cash, non-cash or in any other form; and (vi) to the extent the equipment identified herein is construed as or deemed inventory, that inventory and all accounts, accounts receivable, cash proceeds and all other proceeds related thereto or derived therefrom.

**Equipment**

Year	Manufacturer	Model	VIN/Serial Number	Equipment Location	Vendor
2020	DOONAN	532ABLFDMMZ	1D9BG532XL1609882	27010 Old Rainier Rd , Rainier, OR 97048-2920	Walker's Trailer Sales, L.L.C.

COPY VIEW